

Hon. Ricardo Martinez

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

**RUSSEL H. DAWSON, PERSONAL
REPRESENTATIVE OF THE ESTATE
OF DAMARIS RODRIGUEZ;
REYNALDO GIL; JOSE MARTE;
A.R.; I.R.; S.R.; D.R.**

NO. 2:19-cv-01987-RSM

**STIPULATED PROTECTIVE
ORDER**

Plaintiffs,

**SOUTH CORRECTIONAL ENTITY
("SCORE"), et al.,**

Defendants.

I. PURPOSES AND LIMITATIONS

The parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order regarding certain produced records. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

II. "CONFIDENTIAL" MATERIAL

“Confidential” material may include the following documents and tangible things produced or

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STIPULATED PROTECTIVE ORDER – 1

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1 otherwise exchanged:

- 2 • SCORE Jail videos that show other inmates.

3 Information relating to the nature of SCORE's surveillance systems and other material relating

4 to:

- 5 • maps of SCORE's surveillance systems,
6 • diagrams of SCORE's surveillance systems,
7 • blueprints of SCORE's surveillance systems,
8 • other visual depictions of the location of SCORE's surveillance systems,
9 • policies relating to SCORE's surveillance systems,
10 • procedures relating to SCORE's surveillance systems,
11 • training materials relating to SCORE's surveillance systems,
12 • invoices for the installation or maintenance of SCORE's surveillance systems,
13 • receipts for the installation or maintenance of SCORE's surveillance systems,
14 • contracts for the installation or maintenance of SCORE's surveillance systems,
15 • correspondence relating to the installation or maintenance of SCORE's surveillance systems,
16 • and other documents related to the installation or maintenance of SCORE's surveillance systems
17
18 • produced in response to Interrogatory No. 17, RFP No. 28, RFP No. 29, and/or RFP No. 31."

III. SCOPE

The protections conferred by this agreement cover not only confidential material (as defined above), but also (1) any information copied or extracted from confidential material; (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations, or presentations by parties or their counsel do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

IV. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

1. Basic Principles.

A receiving party may use confidential material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Confidential material may be disclosed only to the categories of persons and under the

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1 conditions described in this agreement. Confidential material must be stored and maintained by a receiving
2 party at a location and in a secure manner that ensures that access is limited to the persons authorized
3 under this agreement.

4 **2. Disclosure of “CONFIDENTIAL” Information or Items.**

5 Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving
6 party may disclose any confidential material only to:

- 7
- 8 (a) The receiving party's counsel of record in this action, as well as employees of counsel to
9 whom it is reasonably necessary to disclose the information for this litigation;
 - 10 (b) Experts and consultants to whom disclosure is reasonably necessary for this litigation;
 - 11 (c) The court, court personnel, and court reporters and their staff;
 - 12 (d) Copy or imaging services retained by counsel to assist in the duplication of confidential
13 material, provided that counsel for the party retaining the copy or imaging service instructs the
14 service not to disclose any confidential material to third parties and to immediately return all
15 originals and copies of any confidential material;
 - 16 (e) During their depositions, witnesses in the action to whom disclosure is reasonably
17 necessary unless otherwise agreed by the designating party or ordered by the court. Pages of
18 transcribed deposition testimony or exhibits to depositions that reveal confidential material must
19 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
20 under this agreement; and
 - 21 (f) The author or recipient of a document containing the information or a custodian or other
22 person who otherwise possessed or knew the information.

23 **3. Filing Confidential Material.**

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26

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1 Before filing confidential material or discussing or referencing such material in court filings, the
 2 filing party shall confer with the designating party to determine whether the designating party will remove
 3 the confidential designation, whether the document can be redacted, or whether a motion to seal or
 4 stipulation and proposed order is warranted. Local Civil Rule 5(g) sets forth the procedures that must be
 5 followed and the standards that will be applied when a party seeks permission from the court to file
 6 material under seal.
 7

8 V. DESIGNATING PROTECTED MATERIAL

9 1. Exercise of Restraint and Care in Designating Material for Protection.

10 Each party or non-party that designates information or items for protection under this agreement
 11 must take care to limit any such designation to specific material that qualifies under the appropriate
 12 standards. The designating party must designate for protection only those parts of material, documents,
 13 items, or oral or written communications that qualify, so that other portions of the material, documents,
 14 items, or communications for which protection is not warranted are not swept unjustifiably within the
 15 ambit of this agreement.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be
 17 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or
 18 delay the case development process or to impose unnecessary expenses and burdens on other parties)
 19 expose the designating party to sanctions.
 20

21 If it comes to a designating party's attention that information or items that it designated for
 22 protection do not qualify for protection, the designating party must promptly notify all other parties that
 23 it is withdrawing the mistaken designation.
 24

25 2. Manner and Timing of Designations.

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1 Except as otherwise provided in this agreement (*see e.g.* second paragraph of section V.2.A
2 below), or as otherwise stipulated or ordered, disclosure or discovery material that qualifies for protection
3 under this agreement must be clearly so designated before or when the material is disclosed or produced.
4

5 *A. Information in Documentary Form.*

6 The designating party must affix the word “CONFIDENTIAL” to each page that contains
7 confidential material, including, but not limited to, paper and electronic documents and deposition exhibits
8 (but excluding transcripts of depositions or other pretrial or trial proceedings). If only a portion or portions
9 of the material on a page qualifies for protection, the producing party also must clearly identify the
10 protected portion(s) (e.g., by making appropriate markings in the margins).

11 *B. Testimony Given in Deposition or in Other Pretrial or Trial Proceedings.*

12 The parties must identify on the record, during the deposition, hearing, or other proceeding, all
13 protected testimony, without prejudice to their right to so designate other testimony after reviewing the
14 transcript. Any party or non-party may, within fifteen days after receiving a deposition transcript,
15 designate portions of the transcript, or exhibits thereto, as confidential.
16

17 *C. Other Tangible Items.*

18 The producing party must affix a prominent place on the exterior of the container or containers in
19 which the information or item is stored the word “CONFIDENTIAL.” If only a portion or portions of the
20 information or item warrant protection, the producing party, to the extent practicable, shall identify the
21 protected portion(s).
22

23 **3. Inadvertent Failures to Designate.**

24 If timely corrected, an inadvertent failure to designate qualified information or items does not,
25 standing alone, waive the designating party’s right to secure protection under this agreement for such
26

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1 material. Upon timely correction of a designation, the receiving party must make reasonable efforts to
 2 ensure that the material is treated in accordance with the provisions of this agreement.

3 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 **1. Timing of Challenges.**

5 Any party or non-party may challenge a designation of confidentiality at any time. Unless a
 6 prompt challenge to a designating party's confidentiality designation is necessary to avoid foreseeable,
 7 substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation,
 8 a party does not waive its right to challenge a confidentiality designation by electing not to mount a
 9 challenge promptly after the original designation is disclosed.

10 **2. Meet and Confer.**

11 The parties must make every attempt to resolve any dispute regarding confidential designations
 12 without court involvement. Any motion regarding confidential designations or for a protective order must
 13 include a certification, in the motion or in a declaration or affidavit, that the movant has engaged in a good
 14 faith meet and confer conference with other affected parties in an effort to resolve the dispute without
 15 court action. The certification must list the date, manner, and participants to the conference. A good faith
 16 effort to confer requires a face-to-face meeting or a telephone conference.

17 **3. Judicial Intervention.**

18 If the parties cannot resolve a challenge without court intervention, the designating party may file
 19 and serve a motion to retain confidentiality under Local Civil Rule 7 (and in compliance with Local Civil
 20 Rule 5(g), if applicable). The burden of persuasion in any such motion shall be on the designating party.
 21 Frivolous challenges, and those made for an improper purpose (*e.g.* to harass or impose unnecessary
 22 expenses and burdens on other parties) may expose the challenging party to sanctions. All parties shall
 23

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1 continue to maintain in question as confidential for two weeks following the applicable meet and confer,
 2 or if the designating party files a motion within two weeks of the meet and confer, then until the court
 3 rules on the challenge.

4

5 **VII. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

6 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material
 7 to any person or in any circumstance not authorized under this agreement, the receiving party must
 8 immediately:

- 9
- 10 (a) Notify in writing the designating party of the unauthorized disclosures;
 - 11 (b) Use its best efforts to retrieve all unauthorized copies of the protected material; and
 - 12 (c) Inform the person or persons to whom unauthorized disclosures were made of all the terms
 13 of this agreement.

14

15 **IX. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL**

16 When a producing party gives notice to receiving parties that certain inadvertently produced
 17 material is subject to a claim of privilege or other protection, the obligations of the receiving parties are
 18 those set forth in Fed. R. Civ. Proc. 26(b)(5)(B). This provision is not intended to modify whatever
 19 procedure may be established in an e-discovery order or agreement that provides for production without
 20 prior privilege review. Parties shall confer on an appropriate non-waiver order under Fed. R. Evid. 502.

21

22 **X. NON TERMINATION AND RETURN OF DOCUMENTS**

23 Within 60 days after the termination of this action, including all appeals, each receiving party must
 24 return all confidential material to the producing party, including all copies, extracts and summaries thereof
 25 or destroy them. Notwithstanding this provision, counsel are entitled to retain one archival copy of all
 26

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1 documents exchanged in discovery, filed with the court, trial, deposition, and hearing transcripts,
2 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and
3 expert work product, even if such materials contain confidential material.

4 The confidentiality obligations imposed by this agreement shall remain in effect until a designating
5 party agrees otherwise in writing or a court orders otherwise.
6

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8 KRUTCH LINDELL BINGHAM JONES, P.S.

9 *s/ Nathan Bingham*

10 *s/ Jeffrey C. Jones*

11 *s/ James T. Anderson*

12 J. Nathan Bingham, WSBA #46325

13 Jeffrey C. Jones, WSBA #7670

14 James T. Anderson, WSBA #40494

15 Attorneys for Plaintiffs

16 TERRELL MARSHALL LAW GROUP PLLC

17 *s/ Toby J. Marshall*

18 *s/ Maria Hoisington-Bingham*

19 Toby J. Marshall, WSBA #32726

20 Maria Hoisington-Bingham, WSBA #51493

21 Attorneys for Plaintiffs

22 LAW, LYMAN, DANIEL,
23 KAMERRER & BOGDANOVICH, P.S.

24 *s/ John E. Justice*

25 John E. Justice, WSBA № 23042

26 Attorney for SCORE Defendants

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STIPULATED PROTECTIVE ORDER – 8

1 KEATING, BUCKLIN & MCCORMACK, INC., P.S.
2

3 *s/ Stewart A. Estes*
4

5 Stewart A. Estes, WSBA #15535
6 Attorneys for SCORE Defendants
7

8 WILLIAMS KASTNER
9

10 *s/ Heidi L. Mandt*
11

12 Heidi L. Mandt, WSBA #26880
13 Attorneys for NaphCare, Inc. Defendant
14

15 KING COUNTY PROSECUTING ATTORNEY
16

17 *s/ Daniel Kinerk*
18 *s/ Raam Wong*
19

20 Daniel Kinerk, WSBA No. 13537
21 Raam Wong, WSBA No. 45486
22 Senior Deputy Prosecuting Attorneys
23 Attorneys for King County Defendants
24

25 PURSUANT TO STIPULATION, IT IS SO ORDERED.
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DATED this 11th day of August, 2020.

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